503123495 01/05/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3170103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VIDEOIQ, INC.	12/17/2014

RECEIVING PARTY DATA

Name:	AVO USA HOLDING 2 CORPORATION
Street Address:	900 MIDDLESEX TURNPIKE
Internal Address:	BUILDING NO. 5
City:	BILLERICA
State/Country:	MASSACHUSETTS
Postal Code:	01821

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12104281

CORRESPONDENCE DATA

Fax Number: (215)568-3439

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

2155683100 Phone:

Email: assignments@bakerlaw.com Correspondent Name: **BAKER & HOSTETLER LLP**

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Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	092283.000296
NAME OF SUBMITTER:	KATIE HOWE
SIGNATURE:	/Katie Howe/
DATE SIGNED:	01/05/2015

Total Attachments: 2

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> **PATENT REEL: 034636 FRAME: 0706** 503123495

Assignment of Patent Rights

This Assignment of Patent Rights (the "Assignment") is executed, acknowledged and delivered by VideoIQ, Inc., a corporation organized and existing under the laws of the State of Delaware, in the United States of America, at the following address: 900 Middlesex Turnpike, Building No. 5, Billerica, Massachusetts 01821, U.S.A. ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Bill of Sale, Assignment and Assumption Agreement dated December 31, 2014 (the "Agreement") between Assignor, as Seller, and AVO USA Holding 2 Corporation, a corporation organized and existing under the laws of the State of Delaware, in the United States of America, at the following address: 900 Middlesex Turnpike, Building No. 5, Billerica, Massachusetts 01821, U.S.A. ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest:

- (i) in and to (a) United States Patent Application No. 12/104,281 filed on April 16, 2008, entitled "Energy Savings And Improved Security Through Intelligent Lighting Systems" (the "Patent Application"), (b) patents or patent applications (1) to which the Patent Application claims priority, (2) for which the Patent Application forms a basis for priority, (3) that were coowned applications that incorporate by reference the Patent Application (excluding for this purpose mere prior art references that are not incorporated by reference) and/or (4) which are subject to a terminal disclaimer with the Patent Application; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in the foregoing categories (a) and (b); (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as the Patent Application and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like (the Patent Application, together with the items listed in subsections (b) through (e), collectively, the "Assigned Patent Application"), the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Assigned Patent Application may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;
- (ii) in and to causes of action and enforcement rights for the Assigned Patent Application, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Patent Application; and
- (iii) to apply in any and all countries for patents, certificates of invention or other governmental grants for the Assigned Patent Application. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of

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PATENT REEL: 034636 FRAME: 0707 invention which may be granted upon the Assigned Patent Application in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement will be controlling.

This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized legal representative:

For As	ssignor,	VideoIQ, Inc.:
Per:	•••••	
	Name:	Alexander Fernandes
	Title:	President
	Place:	4 th Floor, 858 Beatty Street
		Vancouver, British Columbia
		Canada V6B1C1
	Dota	December 17 2014

CITY OF VANCOUVER		
)	SS.
PROVINCE OF BRITISH COLUMBIA)	

On this // day of December, 2014 there appeared before me Alexander Fernandes, personally known to me, who acknowledged that he signed the foregoing Assignment of Patent Rights as his voluntary act and deed on behalf and with full authority of Assignee.

EXECUTED on December (7, 2014

A Notary Public in and for the Province of British Columbia

MANINDER MALLI
A Notary Public in and for the Province of British Columbia